

THE HONORABLE BENJAMIN H. SETTLE

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

EMILY TORJUSEN,)	Case No. 3:18-cv-05785-BHS
)	
Plaintiff,)	DEFENDANT NATIONAL RAILROAD
)	PASSENGER CORPORATION'S
v.)	MOTION FOR STAY OF EXECUTION
)	PURSUANT TO FED. R. CIV. P. 62(B)
NATIONAL RAILROAD PASSENGER)	
CORPORATION d/b/a AMTRAK; and)	NOTE ON MOTION CALENDAR:
DOES ONE THROUGH FIFTY,)	MAY 20, 2022
)	
Defendants.)	

Pursuant to Fed. R. Civ. P. 62(b), Defendant National Railroad Passenger Corporation ("Amtrak") respectfully moves for an order staying enforcement of the judgment entered in this matter upon Amtrak's posting of supersedeas bonds in an amount to be determined by the Court.

I. BACKGROUND

On April 4, 2022, the Court entered judgment in favor of Plaintiff Emily Torjusen pursuant to the jury's verdict for \$8,000,000. Dkt. 64.

On May 2, 2022, Amtrak moved for a new trial, or in the alternative, for remittitur pursuant to Fed. R. Civ. P. 59. Dkt. 74.

II. ARGUMENT & AUTHORITY

Federal Rule of Civil Procedure 62(b) provides that "[a]t any time after judgment is entered, a party may obtain a stay by providing a bond or other security. The stay takes effect when the court approves the bond or other security and remains in effect for the time specified

1 in the bond or other security.” Fed. R. Civ. P. 62(b). A party may obtain “a stay at any time after
 2 a judgment is entered, not just when an appeal is taken.” 11 Charles Alan Wright & Arthur R.
 3 Miller, Fed. Prac. & Proc. Civ. § 2905 (3d ed., August 2019 Update).

4 By posting a bond, the Plaintiff is protected from any loss resulting from the stay in the
 5 execution of the judgment. *Pacific Reinsurance Management Corporation v. Ohio Reinsurance*
 6 *Corporation*, 935 F.2d 1019, 1027 (9th Cir. 1991). District courts have “inherent discretionary
 7 authority in setting supersedeas bonds.” *Rachel v. Banana Republic, Inc.*, 831 F.2d 1503, 1505
 8 n.1 (9th Cir. 1987). It has been observed that courts often compute the supersedeas bond by
 9 looking at the amount of the judgment plus interest, costs, and an estimate of any damages
 10 attributed to the delay. 11 Charles Alan Wright & Arthur R. Miller, Fed. Prac. & Proc. Civ. §
 11 2905 (3d ed., August 2019 Update). A published decision within the Ninth Circuit noted that
 12 “[a]lthough practices vary among judges, a bond of 1.25 to 1.5 times the judgment is typically
 13 required.” *Cotton ex rel. McClure v. City of Eureka*, 860 F. Supp. 2d 999, 1029 (N.D. Cal. 2012)
 14 (quoting Christopher A. Goelz & Meredith J. Watts, California Practice Guide: Ninth Circuit
 15 Civil Appellate Practice ¶ 1:168 (TRG 2011)).

16 Bonds at the lower end of this range would be more than enough to secure Plaintiff’s
 17 judgment plus costs, interest, and anticipated legal fees on appeal, if any. Amtrak respectfully
 18 requests that the Court establish a bond amount of \$10,000,000 (\$8,000,000 x 1.25).

19 Once Amtrak posts the bond in an amount determined by the court, Amtrak requests that
 20 the enforcement of judgment be stayed until the time for Amtrak to file an appeal expires or the
 21 Court of Appeals for the Ninth Circuit issues a final decision in this matter, whichever is later.

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1 DATED this 2nd day of May, 2022.

2 LANE POWELL PC

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